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ABSTRACT

As a result of declining enrollment and unionization of teachers, administrators are losing their roles as educational leaders. They must be innovative in order to reassert their prerogatives over decisions on such issues as class size, transfer limitations, and the selection of new employees and to promote a better educational climate in the midst of shrinking resources. Administrators may need to redesignate course length and content in terms of better teacher utilization, redesign leave of absence and early retirement policies, and bargain for hiring practices that allow for a part-time or adjunct staff. Interdistrict sharing of teachers and staggered work hours (prime-time staffing) could help in eliminating nonproductive time. Perhaps principals should be instituted as members of the district management negotiating team in order to utilize their intimate knowledge of working conditions. Other ways to cut expenses include the introduction of past practices not specifically referred to in previous contracts as negotiation subjects, and subcontracting for specialized services. In addition, administrators might consider the elimination of graduated equivalent ranks on salary schedules. (WD)

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NEGOTIATION IN THE FACE OF DECLINING ENROLLMENT

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NEGOTIATION IN THE FACE OF DECLINING ENROLLMENT

THERE MAY BE A SILVER LINING TO A CLOUD THAT IS HANGING OVER US THESE DAYS. DECLINING ENROLLMENT APPEARS TO HAVE A REDEEMING QUALITY THAT MOTIVATES ALL OF US TO SHAPE UNIQUE AND POWERFUL PROGRAMS AND POLICIES. IN FACT, AS WE LOOK OVER WHAT IS HAPPENING IN THE COUNTRY TODAY DECLINING ENROLLMENT MAY BE ACTING AS A POSITIVE STIMULUS PROMOTING INSTRUCTIONAL CHANGE.

IN THE EARLY 50'S IT WAS NOTICED THAT PAYING HIGH HOURLY WAGES TO UNION MAINTENANCE MEN RESULTED IN CREATING AN EARNING POWER THAT PLACED THEM BEYOND TEACHERS WITH 10 YEARS OF EXPERIENCE. TEACHERS' SALARIES WERE AT A LOW EBB. BOARD OF EDUCATION MEMBERS IN MOST AREAS OF AMERICA MAINTAINED AN ATTITUDE REGARDING TENURE, FRINGE BENEFITS AND SECURITY THAT WAS INTOLERABLE CAUSING TEACHERS TO BEGIN SEARCHING FOR UNION INVOLVEMENT. ADMINISTRATORS, WHO HAVE CONSISTENTLY VIEWED THEMSELVES TOTALLY AS EDUCATIONAL LEADERS, WERE FIGHTING FOR TEACHER BENEFITS WITH BOARD MEMBERS. THEIR ADMINISTRATIVE ROLES WERE NOT CLEARLY DEFINED, AND WITH THE ADVENT OF UNIONIZATION WE QUICKLY REALIZED OUR POSITIONS WOULD BEGIN TO CHANGE. "NO LONGER WERE WE INVITED TO BE MEMBERS OF THE NEA WHICH MOST OF US HAD BEEN." OUR ROLE AS MANAGERS TOOK GREATER IMPORTANCE AS THE SALARY SITUATION WAS CORRECTED; FRINGE BENEFITS WERE IMPROVED AND SECURITY WAS DETERMINED. WE CORRECTED THE SITUATION BUT WE DIDN'T SHUT OFF THE FAUCET SOON ENOUGH. TODAY WE CONFRONT A NEW SITUATION, THE LOSS OF OUR ROLE AS EDUCATIONAL LEADERS.

LOOKING TOWARD THE 80'S WE HEAR STATEMENTS THAT OUR ADMINISTRATORS DO NOT CONTRIBUTE TO THE EDUCATIONAL PROCESS AND WE ARE CONCERNED THAT PEOPLE EVALUATE ADMINISTRATION AS THE FIRST PLACE TO CUT. THERE IS A GROWING FEELING THAT BUDGET CUTS COULD BE ACHIEVED BY REPLACING ADMINISTRATORS WITH THOSE WHO ARE LESS COMPETENT AND BY ELIMINATING CERTAIN AREAS. WE HAVE LET THIS HAPPEN BY OVER-EMPHAZING OUR MANAGEMENT ROLE AND DEPARTING FROM OUR ROLE AS EDUCATIONAL LEADERS. PERHAPS, DECLINING ENROLLMENT CAN GIVE US THE OPPORTUNITY TO BE MORE EFFECTIVE IN MANAGEMENT AND REBUILD THE ROLE THAT RIGHTFULLY IS OURS.

THE CLIMATE IS RIGHT

THE NEGOTIATION TABLE CAN BE THE GROUNDS WHERE WHAT IS GOOD FOR CHILDREN BEGINS.

IF YOU ARE ATTUNED TO WHAT IS BEING REQUESTED TODAY AT THE NEGOTIATION TABLE, YOU WILL NOTICE OUR UNIONS ASKING FOR MORE MONEY, FRINGE BENEFITS AND GOODIES FOR THEIR "LAUNDRY LIST". UNDERLYING ALL OF THE REQUESTS, THEY ARE ASKING FOR JOB SECURITY.

I HAVE NO ARGUMENT WITH ANYONE WHO ASKS FOR MORE MONEY; IF YOU DON'T ASK, YOU DON'T GET. BUT, PERHAPS, NOW IS THE TIME TO BARTER FOR THOSE ITEMS WE SO GALLANTLY GAVE AWAY FOR PEACE. STRIKES WERE THREATENING EDUCATION AND OUR INEXPERIENCE AT THE TIME OF INITIAL NEGOTIATIONS WAS APPARENT.

I BELIEVE THAT AT ANY GIVEN TIME WE COULD HAVE PURCHASED THESE ITEMS FOR CASH BUT WE ALL COULD EASILY AGREE, MORE MONEY DOES NOT MAKE FOR BETTER EDUCATION AND WE MUST AGAIN EMPHASIZE OUR WHOLE PURPOSE THAT AIMS AT PROVIDING BETTER EDUCATIONAL CLIMATE.

RIGHT NOW, WE HAVE THE OPPORTUNITY TO CHALLENGE AND ELIMINATE CONTRACTUAL CONDITIONS THAT ABSORB MANAGEMENT PEROGRATIVES THAT INCLUDE DECISIONS ON CLASS SIZE, TRANSFER LIMITATIONS, THE SELECTION OF NEW EMPLOYEES AND NUMEROUS OTHER ADMINISTRATIVE CHOICES.

SPEAKING SPECIFICALLY OF NEW YORK STATE, THE RATE OF DECLINE HAS EXCELERATED. BETWEEN 1970-71 AND 1980-81, STATEWIDE PUPIL SCHOOL ENROLLMENT DROPPED 18%, IT IS EXPECTED TO FALL ANOTHER 14% BY 1985-86. AS ENROLLMENT DROPS DISTRICTS ARE ALLOCATED LESS AID PER PUPIL AND THEIR ELIGIBILITY FOR FUNDING IS REDUCED AS THE LOWER PUPIL COUNT INFLATES WEALTH MEASURE. THEREFORE, MORE MONEY MUST BE RAISED LOCALLY TO COVER INCREASES IN FIXED COSTS AND OTHER CONSTRAINTS. STATE MANDATES AND SALARY INCREASES WILL CONTINUE TO RISE AS INFLATION PERSISTS. DISTRICTS ARE UNABLE TO CUT BACK COSTS IN PROPORTION TO THEIR PUPIL LOSS. THEREFORE, WE MUST BE INNOVATIVE TO ACHIEVE OUR FUTURE GOALS.

THE TIME IS NOW

WHEN WE SIT AT THE NEGOTIATION TABLE WE SHOULD BE ABLE TO BRING FORTH IDEAS AND PHILOPSOPHIES THAT PROMOTE A BETTER EDUCATIONAL CLIMATE WITH THE RESOURCES WE HAVE ON HAND.

WE MUST BE IN A POSITION TO STIMULATE INNOVATIVE STRATEGIES TO DEAL WITH OUR MANY PROBLEMS, INCLUDING THE TROUBLESOME AREA OF STAFFING. AS IT BECOMES NECESSARY TO CONTINUALLY CUT STAFF DUE TO DECLINING ENROLLMENT, IT BECOMES INCREASINGLY DIFFICULT TO DETERMINE WHICH EMPLOYEES SHOULD BE KEPT ON AND THOSE THAT SHOULD BE ASKED TO LEAVE. BEFORE UNIONS PERHAPS THE DECISION WAS EASIER, THE CHOICE WAS OFTEN LEFT TO THE DISCRETION OF EACH DISTRICT. TODAY, SOPHISTICATED STRATEGIES THAT TAKE NEGOTIATIONS AND A HOST OF OTHER FACTORS INTO ACCOUNT, MUST BE DEVELOPED.

ONE ASPECT OF DEVELOPING A STRATEGY FOR STAFFING INVOLVES DEFINING A PROGRAM WHEREBY, THE CONCEPT OF MANDATORY CLASS SIZE, WHICH HAS BEEN A TEACHER'S GOAL FOR MANY YEARS, IS ELIMINATED FROM THE CONTRACT. SCHOOL DISTRICTS MIGHT CONSIDER ANALYZING COURSES GIVEN TO DETERMINE THE STAFF SIZE. WE ARE EMERGING FROM A PERIOD WHERE A PROLIFERATION OF COURSES HAVE BEEN PROVIDED. CONTRACTS SHOULD DESIGNATE THE DECISION OF COURSE LENGTH AND CONTENT AS A MANAGEMENT PEROGATIVE, THUS GIVING US A BETTER UTILIZATION OF THE TEACHING STAFF AND THE FREEDOM TO INITIATE A COMPREHENSIVE COURSE CURRICULUM. EVENTUALLY, WE MUST CONFRONT THE TASK OF PRESENTING ONE YEAR COURSES IN A HALF YEAR FORMAT.

THE POLICY REGARDING LEAVES OF ABSENCE AND EARLY RETIREMENT COULD BE REVISED TO PROVIDE SECURITY THROUGHOUT THE LEAVE OF ABSENCE TO MAINTAIN TENURE FOR TEACHERS ON LEAVE AND CREATE EVERY EFFORT TO INDUCE RETIREMENT FOR THOSE WHO ARE READY.

DEPENDENT UPON THE DISTRICT, CONTRACTS COULD ELIMINATE OR INCLUDE HIRING PRACTICES ALLOWING ADMINISTRATORS TO HIRE A PART TIME OR ADJUNCT STAFF. IN THE LONG RUN THIS CONCEPT MAY NOT BE BENEFICIAL BUT FOR IMMEDIATE RESULTS, IT MAY WORK. MANY OF OUR FACULTY MEMBERS ARE FROM TWO TEACHER FAMILIES AND TO CUT BACK AN INDIVIDUAL'S TIME COULD BE DISASTEROUS, HOWEVER, IF BOTH MEMBERS OF THE FAMILY WERE EMPLOYED ON A SPLIT BASIS, THE COST WOULD EQUAL THE PAYMENT OF ONE TEACHER. RETIREMENT COSTS MAY INCREASE BUT NO ADDITIONAL FUNDS FOR HEALTH AND OTHER FRINGE BENEFITS WOULD BE REQUIRED. THIS CONCEPT IN HIRING PRACTICES COULD ALLOW SCHOOL DISTRICTS TO GAIN A BROADER RANGE OF EXPERTISE FROM ITS FACULTY.

WE COULD INDICATE IN OUR CONTRACTS THAT THERE WILL NO LONGER BE A SPECIFIC WORK SCHEDULE; ALL FACULTY MEMBERS REPORT AT A CERTAIN TIME AND LEAVE AT A CERTAIN TIME. A STAGGERED PROGRAM COULD INCREASE TEACHING TIME IF THE RIGHT PEOPLE ARE PLACED IN THE RIGHT JOB AT THE RIGHT MOMENT.

THE STAFFING MODUAL COULD EXTEND TO SHARE TEACHERS WITH OTHER DISTRICTS IN PROGRAM COURSES THAT ARE LOW IN ENROLLMENT. MANY SCHOOLS TODAY HAVE REACHED THIS POINT BUT HAVE TRANSPORTED STUDENTS FROM ONE DISTRICT TO ANOTHER FOR PARTICULAR COURSES. IT WOULD BE EASIER TO TRANSPORT THE TEACHER TO A DIFFERENT BUILDING OR ARRANGE A PROGRAM OPERATING ON A SIX DAY SCHEDULE ALLOWING THREE DAYS IN EACH DISTRICT AND DIVIDING THE COST 50% FOR EACH DISTRICT.

PRIME-TIME STAFFING INVOLVES THE ELIMINATION OF NON-PRODUCTIVE HELP. IN INDUSTRY THE ELIMINATION OF NON-PRODUCTIVE TIME CREATES GREATER PROFITS; IN SCHOOLS THE ELIMINATION OF NON-PRODUCTIVE TIME PRODUCES VALUABLE PUPIL-TEACHER CONTACT AND THIS IS THE NAME OF THE GAME.

ATTITUDINAL CHANGES AT THE NEGOTIATION TABLE WILL BE FOUND IF WE HAVE THE COURAGE TO SEARCH FOR THEM. THE UNION HAS ALWAYS ASKED FOR MORE WITH INNUMERABLE REASONS AS TO WHY INCREASES ARE NEEDED. NOW IS THE TIME FOR MANAGEMENT TO ASK FOR MORE TO DETERMINE IF YOU WANT WHAT YOU'RE GETTING AND EVALUATE WHAT IS BEING GIVEN IN RETURN. WHAT ARE THE PRIORITIES? A LONGER TEACHING YEAR? A LONGER TEACHING DAY? PERHAPS A SIXTH PERIOD OR THE ELIMINATION OF TWO PREPARATION PERIODS. YOU, AS ADMINISTRATORS, ALL HAVE THOUGHT OF THESE PRIORITIES AND HAVE MANY OTHERS ON YOUR LIST.

MANY SCHOOLS, PARTICULARLY IN NORTHEASTERN AMERICA, FIND THEY ARE NEGOTIATING WITH ADMINISTRATORS SUCH AS PRINCIPALS. I FIND THAT, AND HAVE IN THE PAST, TO BE A DIFFICULT ROLE AS I HAVE ALWAYS LOOKED AT PRINCIPALS AS MANAGERS. THE TIME MAY HAVE COME THAT WE MUST ELIMINATE MANAGERS FROM THE NEGOTIATING SCENE AND INSTITUTE THEM AS MEMBERS OF THE DISTRICT MANAGEMENT NEGOTIATING TEAM. REMEMBER -- EMPLOYEES ARE MORE FACTUAL WHEN IMMEDIATE SUPERVISORS ARE PRESENT TO CORRECT EXAGGERATED OR INACCURATE STATEMENTS.

PRINCIPALS HAVE INTIMATE KNOWLEDGE OF SPECIFIC WORKING CONDITIONS. THEY CAN ASSIST AT A MEETING AND INFORM MEMBERS OF THE DISTRICT ADMINISTRATORS STAFF OF THE MORAL DISPOSITION AND EXPECTATIONS STRESSED BY MANAGEMENT. PRINCIPALS HAVE A UNIQUE EDUCATIONAL ROLE, BY INCLUDING THEM ON THE NEGOTIATING TEAM, UNWARRANTED CRITICISM MAY BE OFFSET BY SETTING THE RECORD STRAIGHT WITH CRITICAL COLLEGUES WHO HAD DIRECT INVOLVEMENT WITH CONTRACTUAL AGREEMENTS.

IN THE PAST, UNIONS CAME TO US WITH VERY STRONG SUPPORT FROM UNION MEMBERS AND COMMUNITY RESIDENTS WHO THOROUGHLY FELT THE TEACHER WAS A MALIGNED AND UNDERPAID INDIVIDUAL. THIS ATTITUDE IS PROBABLY MORE PREVALENT IN BLUE COLLAR AREAS. TODAY, THE PUBLIC IS MORE CONCERNED WITH TAX PAYMENTS AND READING TEST SCORES THAT ARE NOT EQUIVALENT TO STATE STANDARDS. TAXPAYERS ARE LOOKING CLOSELY AT THE DOLLARS EARNED BY TEACHERS. THEY DO NOT SHARE THE PAST STATEMENT OF "THE POOR TEACHER". THEY WANT ACCOUNTABILITY, THEY ASK FOR, "A BIGGER BANG FOR THE BUCK". IT IS NOT LIKELY THE PUBLIC EMPLOYEE ORGANIZATION WILL BE AS SUCCESSFUL IN PLACING DEMANDS WHEN FACING THE NEW PUBLIC PRESSURE.

NOW IS THE TIME

TO RETURN TO THE PUBLIC AND STUDENT WHAT THEY THOUGHT WAS PURCHASED THE FIRST TIME AROUND; A SOUND, HIGH QUALITY EDUCATIONAL PROGRAM. NO ONE ARGUES THAT TEACHERS SHOULD BE PAID WELL FOR TIME PUT IN AND THEY SHOULD RECEIVE FRINGE BENEFITS THEY ARE RIGHTFULLY ENTITLED TO FOR THE JOB. WHAT I QUESTION IS, "HAVE SOME OF THE BENEFITS TEACHERS ACCRUED BENEFITTED CHILDREN?" LET'S LOOK AT SABBATICAL LEAVES DESIGNATED FOR EDUCATIONAL PURPOSES AND THE CREDITS THAT INCREASE SALARIES. WE HAVE PAID THE TEACHER FOR BOTH THE LEAVE AND THE SALARY FOR EDUCATIONAL ENRICHMENT. BUT HOW DOES, "UNDERWATER BASKET WEAVING", IMPROVE THE EXPERTISE OF A LATIN TEACHER? CAN A SOJOURN IN SOUTHERN FRANCE IMPROVE A TEACHERS MATHEMATICS UNLESS HE OR SHE LEARNED TO BEAT THE ODDS AT MONTE CARLO?

PERHAPS THE TIME HAS COME WHEN WE DETERMINE WHAT EDUCATIONAL EXPERTISE IS NEEDED TO OPERATE OUR OWN IN-SERVICE PROGRAMS THAT WILL FUNCTION FOR TEACHERS AFTER SCHOOL HOURS, ALLOWING THEM TO OBTAIN VERTICAL ADVANCEMENT CREDITS.

NOW IS THE TIME TO CONSIDER THE ELIMINATION OF GRADUATED EQUIVALENT RANKS ON SALARY SCHEDULES. MOST STATES REQUIRE AN MA FOR PERMANENT CERTIFICATION. SALARY SCHEDULES START WITH A BA+++ BASE. WE COULD BEGIN TO DEVISE SCHEDULES WITH A BASE AT THE MA LEVEL AND INCLUDE A NEGATIVE FACTOR FOR TEACHERS WHO HAVE NOT ACHIEVED THE REQUIRED CERTIFICATE WITHIN A GIVEN PERIOD OF TIME.

AS MANY ADMINISTRATORS HAVE LEARNED FROM PAST EXPERIENCE, WE ARE NOT ONLY BOUND BY THE TERMS OF A NEGOTIATED CONTRACT AGREEMENT, BUT BY WORK PRACTICES THAT HAVE DEVELOPED OVER A PERIOD OF YEARS. THESE WORK CONDITIONS ARE CALLED "PAST PRACTICES", AND IF THEY CONSITUTE TERMS AND CONDITIONS OF EMPLOYMENT THEY CANNOT BE CHANGED WITHOUT NEGOTIATION. FOR A QUICK EXAMPLE; AN EMPLOYER WHO HAS CONSTANTLY PROVIDED PARKING FOR EMPLOYEES, EVEN THOUGH THE CONTRACT DOES NOT REQUIRE IT, MIGHT WANT TO CHANGE THE PRACTICE. IF THE EMPLOYER ACTED TO CHANGE THIS PRACTICE OF HIS OWN ACCORD, HE COULD BE CHARGED WITH BREAKING THE CONTRACT WHICH COULD LEAD TO A COURT ORDER ASKING TO NEGOTIATE THE MATTER IN GOOD FAITH.

PAST PRACTICES ARE THE HIDDEN COSTS OF COLLECTIVE BARGAINING. FREQUENTLY THEY ARE TAKEN FOR GRANTED BY BOTH PARTIES UNTIL A PROBLEM ARISES. IN PREPARING FOR YOUR NEXT BARGAINING SESSION YOU SHOULD REVIEW ALL CURRENT PRACTICES THAT MAY HAVE DEVELOPED OUTSIDE THE COLLECTIVE BARGAINING PROCESS. THESE PRACTICES SHOULD BE INTRODUCED AS A NEGOTIATION SUBJECT.

HERE IS A SUGGESTION, INCLUDE IN THE CONTRACT A CLAUSE READING THAT EFFECTIVE WITH THE NEW CONTRACT, "ANY AND ALL PAST PRACTICES ARE HEREBY ELIMINATED AND ONLY THOSE ITEMS SPECIFICALLY REFERRED TO IN THE CONTRACT SHALL BE IN FORCE".

WE SHOULD BEGIN TO REALIZE THAT MANY ACTIVITIES THAT WE VOLUNTARILY ALLOW TO EXIST, IF CONTINUED, IN TIME WILL TAKE ON THE WEIGHT OF BINDING PAST PRACTICES. A CONCISE AND DETAILED NEGOTIATED CONTRACT IS AN ADVANTAGE TO EVERY ADMINISTRATOR. REMEMBER, GOOD GUYS DON'T WIN BALL GAMES.

ANOTHER AREA INCLUDED IN THE NEGOTIATION PROCESS FROM AN EDUCATIONAL MANAGEMENT VIEWPOINT IS SUB-CONTRACTING. WE MAY BE IN A BETTER POSITION TODAY TO

SUBCONTRACT FOR SPECIALIZED SERVICES INVOLVING SPECIFIC SUBJECTS AND COACHING ASSIGNMENTS OR VARIOUS OTHER AREAS OF CONCERN.

IN CONCLUSION, MEMBERS OF THE NASBO MUST REALIZE THAT, "NOW IS THE TIME", TO STEP FORWARD WITH A GREATER EFFORT TO DEVELOP AND SUPPORT PROPOSALS FOR THE NEGOTIATION PROCESS ON A REGIONAL BASIS. IF WE ACT AS A GROUP ASKING FOR SIMILAR REQUIREMENTS, WE CAN ACCOMPLISH OUR GOAL. A NEGOTIATED PROPOSAL CREATED FOR A LARGE GEOGRAPHIC AREA WOULD STRENGTHEN OUR POSITION AMONG LEGISLATORS AND PROVIDE A FORUM TO OPENLY EXCHANGE IDEAS TO FIND SOLUTIONS THAT COULD BE IMPLEMENTED IN OUR DISTRICTS.

THE PROBLEM OF DECLINING ENROLLMENT IS A REALITY WE ALL FACE TOGETHER. WE CANNOT AFFORD TO CONFRONT THE PROBLEM ALONE, AS SEPERATE SCHOOL DISTRICTS. WE HAVE SEEN IN THE PAST, UNIONS PLAY ONE DISTRICT AGAINST THE OTHER AND USE THIS GAME TO THEIR ADVANTAGE. NOW IS THE TIME FOR MANAGEMENT TO PLAY THIS GAME TO OUR ADVANTAGE.

LASTLY, IF YOU FOLLOWED THIS RAMBLING THIS FAR, YOU MUST BE SOMEONE SPECIAL. THANK YOU FOR YOUR PATIENCE AND INTEREST.

NOW IS THE TIME